ANNEX “A”

Philippine Ports Authority

PMO-Palawan

**TERMS OF REFERENCE**

CONTRACT FOR THE SUPPLY, DELIVERY, INSTALLATION, TESTING, AND COMMISSIONING OF AUTOMATIC IDENTIFICATION SYSTEM (AIS) FOR THE PORTS OF PUERTO PRINCESA, BROOKE’S POINT AND CORON AND TRAINING OF END-USER PERSONNEL

This Terms of Reference (TOR) sets out the guidelines for the procurement including the technical specifications of the above-stated nature/scope of work for the said units.

1. **BACKGROUND**

To date, Philippine Ports Authority, Port Management Office –Palawan ( PPA, PMO-Palawan ) is not covered by any Marine Traffic Automatic Identification System (AIS) Network and Navigation Equipment. Its current mode of communication includes the telephone, radio, air, telegraph and radio telephone.

Recognizing the need to modernize and upgrade the ports’ capabilities to monitor vessel traffic movement to improve operational and fiscal efficiency and for other related purposes including disaster preparedness/response, the Philippine Ports Authority has approved the procurement and installation of an Automatic Identification System (AIS) in at least three (3) ports, including the port of Puerto Princesa. This project has been enrolled as one of PPA’s commitment to the Governance Commission for Government Owned or Controlled Corporations (GCG) for CY 2016.

1. **OBJECTIVE**

The PPA, PMO-Palawan in its effort to continually improve its port services to its customers, stakeholders and the general public in consonance with The International Organization for Standardization (ISO) and Port Safety Health and Environment Management System  (PSHEMS) Standards, and in support of PPA’s commitment to GCG, find the necessity to procure and install an Automatic Identification System at the Ports of Puerto Princesa, Brooke’s Point and Coron in order to enhance vessel traffic movement monitoring in aid of efficient port and harbor management.

1. **PROJECT SPECIFICATIONS**

1. **Automatic Identification System ( AIS)-Transponder**

A total of three (3) units AIS Transponder with the following technical specifications shall be supplied, delivered, installed, tested and commissioned at the different project sites cited in Item D, as follows :

**Standard Features** :

* Fully satisfies the technical standards for Class-B AIS, IEC 62287-1
* Receives both Class-A and Class-B AIS information
* Enhances safe navigation by exchanging critical navigation information from AIS-equipped vessels nearby
* Greatly improves the level of the situational awareness even in fog, darkness or congested waterways
* Flexible integration with various AIS compatible radar and chart plotters

**SPECIFICATIONS**

 **STANDARDS :**

 IMO MSC.140(76), IEC 62287-1, ITU-R M.1371-2,

 DSC ITU R M.825-3, IEC 60945 Ed.4

 **TRANSPONDER UNIT**

 TX/RX Frequency 156.025 MHz to 162.025 MHz

 **GPS RECEIVER**

 Receiving Channels 12 channels parallel, 12 satellites tracking

 Rx Frequency 1575.42 MHz

 Rx Code C/A code

 Position Accuracy 10m (HDOP≤4)

 **INTERFACE**

 COM RS-422/IEC 61162-1

 Ethernet 10/100BASE-T

 Input : ACK, BBM, DTM, GBS, GGA, GLL, GNS, HDT,

 OSD, RMC,SSD,VBW, VSD, VTG, AIQ, DSC,

 DSE, PFEC

 Output : VDM, VDO, ABK, ACA, ACS, ALR, TXT, PFEC

 **POWER SUPPLY** : 12-24 VDC 2.0-1.0A

 **ENVIRONMENT**

 **Temperature**

 Transponder Unit : -15 to +55ºC

 Antenna Unit : -30 to +70ºC

 **Waterproofing**

 Transponder Unit: IP20

 Antenna Unit : IPx6

 **EQUIPMENT LIST**

 **Standard**

1.AIS Transponder

 2. GPS Antenna GPA-0175 with 10m cable

 3. AIS Viewer Software

 4. AIS Whip Antenna with 10m cable

 5. Interface cable / USB 422

 6. Desktop Personal Computer –

 Specifications :

 - Memory : Intel core i7 – 6700 (3.4 GHz )

 - RAM - 8GB, DDR4

 - Hard Drive - 1TB

 - DVDRW

 - Monitor – 19”

 7. Power Supply ( 110V/220VAC / 24 DC)

 8. Standard Installation Materials, Accessories & Spare Parts

 Operative from 12-24 VDC

1. **PROJECT SITES**

This project includes the supply, delivery, installation, testing and commissioning of AIS Transponder at three (3) identified areas, to wit :

1. Port of Puerto Princesa, Puerto Princesa City
2. Port of Brooke’s Point, Brooke’s Point, Palawan
3. Port of Coron, Coron, Palawan
4. **APPROVED BUDGET OF THE CONTRACT**

The Approved Budget of the Contract (ABC) is **SIX HUNDRED THOUSAND PESOS ( P600,000.00)** in Philippine Currency exclusive of 12% VAT. Bids proposed submitted higher than the ABC shall automatically be rejected.

 F. **SCOPE OF WORK**

1. Installation of AIS units shall cover the supply, delivery, installation, testing and commissioning of three (3) AIS Transponders and its accessories/peripherals at the identified sites.
2. Labor and materials shall include the following :

 2.1 Labor - transportation and lodging, Technician’s allowance and overtime pay, in case of working outside the regular working hours at an overtime rate of P 250.00 per hour.

 2.2 Materials - carpentry, welding job, mounting of units, routing and termination of cables and standard supply / materials necessary to complete the installation.

1. Supply, delivery, installation, testing and commissioning of AIS viewer software.
2. Supply , installation, testing and commissioning of three (3) set desktop personal computer for data storage, viewing and transmission.
3. Supply and installation of three (3) units Power Supply.
4. The Supplier’s Technician shall stay in each port for a maximum period of three (3) days, which shall include travel time, installation job and on-site end-user training including basic trouble shooting.

 **G.** **DELIVERABLES**

 **G.1 WARRANTY**

 The Furniture, Fixtures and Equipment shall be covered by warranty on all parts, components, and after sales services for a period of one (1) year after its inspection and acceptance by the Procuring Entity.

 **G.2** **DOCUMENTATION**

 1. To be included in the Technical Bid Documents

 For AIS and other furniture, fixtures and equipment – brochures

 showing the specifications of the product being offered.

 2. Submission of Warranty Certificate.

 **H. INSPECTION AND TESTS**

 The Philippine Ports Authority-PMO Palawan shall have the right to inspect and/or test the goods to confirm conformity with the Contract. The winning bidder shall furnish test equipment, instrumentation, personnel and supplies necessary to perform all testing. PPA- PMO Palawan shall be given a five (5) working day notice prior to tests.

 **I. MAINTENANCE/TECHNICAL SUPPORT**

* During the warranty period, the vendor shall provide highly technical personnel to service all the equipment including its components/peripherals whenever hardware breakdown and/or any related problem should occur.
* On call support shall be available 24 hours a day, 7 days a week. A one (1) hour response from time of the call (through telephone call) shall be provided.
* On-site support must have a response time of not more than 4 hours from the time of the call in cases when the phone support could not solve the problem.
* On hardware repair, testing shall be done on-site to know the extent of the problem. All components beyond repair shall be replaced at no cost during the warranty period. Service units should be available for the system and peripherals a day after testing and diagnosis for replacement of the defective unit(s).
* The winning bidder must provide expert personnel to service the equipment whenever any related problem should occur.
* The winning bidder must shoulder all expenses of the technical person(s) who will be providing the technical services on-site.

 **J. AVAILABILITY**

* The winning bidder must provide pro-active maintenance support that automatically generates report and ends notification to the manufacturers 24 x 7 call support centers in cases of system abnormality so that component will be replaced and errors will be fixed before failure occurs.
* Hardware components that cannot be repaired must be provided with a service unit. Service unit and/or replacement parts must be available at all times.
* The component(s) that has been replaced must be operational within four (4) hours including response time of two (2) hours.

 **K. TERMS AND CONDITIONS**

1. Prospective bidders must undertake the entire scope of work cited above within 30 calendar days upon receipt of the Notice to Proceed. There shall be only one (1) bid for each participating bidder. No bidder is allowed to submit more than one bid. Otherwise, the bidder shall be disqualified.

2. The Bid Tender/Financial Bid submitted by the bidders shall be inclusive of the 12% Value Added Tax (VAT). However, the VAT and other applicable taxes should be clearly and separately indicated and/or itemized in the bidder’s financial proposal;

5. Bidders shall submit their respective bids following the prescribed Bidding Forms, and shall comply with the requirements on sealing and marking of bids. Bidders are encourage to avoid any erasures/modifications on the bid form, otherwise, the said portion shall be duly signed or initialed by the authorized representative of the prospective bidder;

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6. All prospective bidders are required to submit a bid security in the form and amount prescribed under the revised Implementing Rules and Regulations of RA 9184.

7. Bidders maybe allowed to withdraw his tender documents before the opening of bids, and the same shall be returned to the bidders unopened. However, no bidder shall be allowed to withdraw his/her offer once and/or after the opening of bids has been conducted or concluded;

 8. The bid security shall be returned to the non-winning bidders immediately after the winning bidder has been duly determined and the contract has been awarded, and upon the submission of a letter request for the return of the bid security;

 9. The award shall be given to the lowest/single calculated and responsive bid as determined and evaluated by the Bids and Awards Committee – Procurement of Goods and Services (BAC-PGS), and whose bid price is not higher than the ABC;

 10. Should there be two or more bidders who submitted the same bid price, BAC-PGS shall break the tie in accordance with mechanics provided for under the Government Procurement Policy Board Circular No. 06-2005 dated 05 August 2005;

 11. The winning bidder shall not assign or sub-contract or transfer its rights and interest under this Contract to any third person, nor shall the same be honored by PPA.

 12. There is no employee/employer relationship between employees of the winning bidder and the PPA. Hence, the winning bidder shall solely assume responsibility for the payment of the salaries, monetary benefits and such other payment for injuries which may be suffered by its employees while implementing the contract.

 13. The winning bidder shall assume full responsibility, be liable and agrees to indemnify the PPA, or any party/ies for any loss, damage, destruction and/or injury which are attributable in whole or in part to the negligence, fault, laxities, unlawful act or misconduct of the former and/or through its authorized representative or personnel arising from the performance of the project, or resulting from theft, pilferage, robbery, arson and accidents/incidents. The damages or injuries shall be reported in writing to PPA and/or other parties immediately or within two (2) days from the date of its discovery to enable PPA to investigate the matter. However, the winning bidder is not precluded from pursuing any legal action against the person responsible.

14. PPA reserves the right to reject any or all bids, to waive any defect in the bids received and to accept such bid which is most advantageous to the Authority.

**Recommending Approval : Approved by :**

**JEMUEL B. APELLIDO JOSE CESARIO O. BAUTISTA**

 PSD Manager Port Manager